

**STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

**DATE OF LEASE:**

**MAY 19 2010**

**LEASE #GS-11B-02154**

THIS LEASE, made and entered into this date between **Woodies Holdings, LLC**

Whose address is: 702 H Street, NW  
Suite 400  
Washington, DC 20001

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*  
WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately **10,453 ANSI BOMA Rentable Square Feet (BRSF)** being **9,679 ANSI BOMA Office Area Square Feet (BOASF)** on a portion of the 7th floor in the building located at **1025 F Street, NW, Washington, DC**, as noted on the attached floor plan and made a part hereof.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM term beginning on the lease commencement date determined in accordance with section 3.17 "Construction Schedule of Tenant Improvements" of the SFO, and ending ten (10) years later.

3. The Government shall pay the Lessor an annual rent of \$510,470.46 (\$48.83/BRSF (\$48.834828279) which is equivalent to \$52.74 [\$52.05/BOASF + \$.69 daytime cleaning] at the rate of \$42,539.20 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$84,013.72 \$8.68/BOASF (\$7.99 + \$.69 daytime cleaning), and base year real estate taxes, and \$193,580.00 to amortize a tenant improvement allowance of \$193,580.00 (\$20.00/BOASF) at seven percent (7%) annual interest over the initial ten (10) year lease term. The operating cost base includes the daytime cleaning premium of \$0.69/BOASF. The Government shall be entitled to abatement of rent in the amount of \$153,141.14 to be applied against the monthly fully serviced payment of the first 3.6 months of the lease until fully exhausted. Rent checks shall be payable to **Woodies Holdings, LLC**, at the address shown below:

Woodies Holdings, LLC  
702 H Street, NW  
Suite 400  
Washington, DC, 20001

4. ~~The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. ~~This lease may be renewed at the option of the Government, for the following term and at the following rental:~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

a) Within 90 days after execution of this lease, the lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report attached hereto and made a part hereof.

LESSOR

GOV'T

(rev. 9/2/2009)

- b) Tenant Improvements: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20.00/BOASF, the rent shall be adjusted accordingly. (See SFO Section 3.2) Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of ten percent (10%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$407,292.32 BOASF (\$42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed between 8:30 am and 4:30 pm, Monday through Friday.
- d) The Government's percentage of occupancy for real estate tax purposes shall be 2.80%, based on 10,453 BRSF / 372,990 BRSF.
- e) The HVAC Overtime rate shall be \$69 per hour per floor.
- f) The general contractor's total fees for overhead and profit shall not exceed 10%, the total fees for general conditions shall not exceed 10% and the total fees for construction management/coordination fees shall not exceed 5%. Architectural and engineering fees, if any, shall not exceed \$7.50 / BOASF. Any such fees will be paid for out of the tenant improvement allowance.
- g) Rent Abatement: Notwithstanding anything in the lease to the contrary, the parties have agreed to 3.6 months rent abatement in the amount of \$153,141.14. Rent abatement shall be in the form of a rent credit, which shall be applied to the next monthly installment of rent due. The Government certifies that it has not engaged a broker to represent its interest in this transaction.

7. The following are attached and made a part hereof:

1. Rider #1 - Fire & Life Safety, 1 page
2. Rider #2 - Security Requirements, 1 page
3. Solicitation For Offers (SFO) # 07-014, 52 pages
4. GSA Form 1364A, 2 pages
5. Attachment to GSA Form 1364, 2 pages
6. Solicitation Attachment #1, Rate Structure, 1 page
7. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page.
8. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
9. Solicitation Attachment #4, Fire and Life Safety Report, Including GSA Fire Protection Branch Review, 13 pages
10. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
11. GSA Form 3517B, General Clauses, 32 pages
12. GSA Form 3518, Representations and Certifications, 7 pages
13. Floor Plans of Leased Area, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Woodles Holdings, LLC

BY:

BY: Woodies Management, LLC

BY: Woodies Manager, INC.

BY

NAME:

Norman Jernal

TITLE

VP/sec

IN PRESENCE OF

Reese Schenker

ADDRESS

702 H Street, NW Suite 400  
Washington, DC 20001

UNITED STATES OF AMERICA

BY

CONTRACTING OFFICER, GSA, NCR